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RECENT DECISIONS

ADJOINING LANDOWNERS—BLASTING—DAMAGE BY CONCUSSION.—Defendant, while grading a railroad right of way, exploded a blast of gunpowder which, by concussion of the earth, destroyed plaintiff's well. *Held*, defendant is liable for damage by concussion, irrespective of negligence *Patrick v. Smith* (Wash.), 134 Pac. 1076. See NOTES, p. 233.

ALIMONY—CONTRACTS MADE PENDENTE LITE.—A wife who was suing for divorce agreed to waive her right to alimony in consideration of her husband's promise to pay her a certain sum in lieu thereof. *Held*, this contract, good where executed, is not so contrary to the public policy of Connecticut that the courts of that state will refuse to enforce it. *Maisch v. Maisch* (Conn.), 87 Atl. 729.

The authorities are about evenly divided upon the question of the validity of contracts in lieu of alimony made while a suit for divorce is pending. Such contracts have been upheld in *Newman v. McComb*, 112 Va. 408, 71 S. E. 624; *Martin v. Martin*, 65 Iowa 225, 21 N. W. 595; *Burnett v. Paine*, 62 Me. 122; *Palmer v. Fagerlin*, 163 Mich. 345, 128 N. W. 207; *Gibbons v. Gibbons*, 21 Ky. Law Rep. 1214, 54 S. W. 710; *Werner v. Werner*, 153 App. Div. 719, 138 N. Y. Supp. 633 (distinguishing *Lake v. Lake*, *infra*); *Irvin v. Irvin*, 169 Pa. St. 529, 32 Atl. 445, 29 L. R. A. 292. They have been held invalid in *Seeley's Appeal*, 56 Conn. 202, 14 Atl. 291; *Hamilton v. Hamilton*, 89 Ill. 349 (divided court); *Chapin v. Chapin*, 135 Mass. 393 (*dictum*); *Adams v. Adams*, 25 Minn. 72; *Speck v. Dausman*, 7 Mo. App. 165; *Lake v. Lake*, 136 App. Div. 47, 119 N. Y. Supp. 686.

It seems that the modern tendency is toward upholding contracts of this character; but, of course, if an express agreement not to defend the suit is part of the consideration the contract is void as collusive.

Where a contract in lieu of alimony provided for a full dissolution of the marriage relation so far as the law permits, the contract was held void, regardless of whether or not it was valid where made. *Palmer v. Palmer*, 26 Utah 1, 72 Pac. 3, 61 L. R. A. 641, 99 Am. St. Rep. 820.

A wife agreed to discontinue a pending divorce suit and again cohabit with her husband, provided, if he repeated his acts of cruelty and compelled her to leave him, she should be paid a certain amount in lieu of alimony. The contract was upheld in *Woodruff v. Woodruff*, 28 Ky. Law Rep. 757, 1082, 90 S. W. 266, 91 S. W. 265. The contrary was held on similar facts in *Periera v. Periera* (Cal.), 103 Pac. 488.

Where a husband was ordered to make weekly payments of alimony *pendente lite*, and the wife released him from the obligation in consideration of the payment of a lump sum and a smaller weekly amount for the support of her child, the agreement was upheld. *Ward v. Goodrich*, 34 Colo. 369, 82 Pac. 701, 114 Am. St. Rep. 167.

An agreement in lieu of alimony made after the entering of an inter-